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ABSTRACT

The collective bargaining agreement covers the period of September 1, 1973 through August 31, 1976. Articles cover definitions, recognition and definition of unit, information to AAUP, check-off of AAUP dues, relationship between the parties, personnel plan and governance provisions, guarantee of rights, grievance and arbitration, no strikes--no lockouts, compensation, equalization, payments, fringe benefits, release time, faculty information and privileges, workload, minimum terms, interest succession, separability, ratification, effective date and duration. Appendixes include the NLRB (National Labor Relations Board) certification, equalization allocation schedule, workload, and school of social work workload schedule. (MJM)

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE ADMINISTRATION OF ADELPHI UNIVERSITY

– and –

ADELPHI UNIVERSITY CHAPTER,

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

BEST COPY AVAILABLE

U.S. DEPARTMENT OF HEALTH
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION

September 1, 1973 – August 31, 1976

Garden City, New York

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AGREEMENT

AGREEMENT made and entered into as of September 1, 1973 by and between the ADMINISTRATION of ADELPHI UNIVERSITY (hereinafter referred to as the "Administration") and the ADELPHI UNIVERSITY CHAPTER of the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS (hereinafter referred to as "the AAUP").

ARTICLE I
DEFINITIONS

A. As used in this Agreement and except as its context may otherwise require:

1. "Administration" means the Board of Trustees and duly constituted administrative officers and agents of Adelphi University, Garden City, New York, a private institution of higher education chartered by the State of New York.

2. "Faculty member" means an individual bargaining unit faculty member as the bargaining unit is defined by the NLRB Certification appended hereto as "Appendix A".

3. "AAUP" means the Adelphi University Chapter, American Association of University Professors.

4. "Regular part-time faculty" means one who is employed in the current semester and who has been employed at least one semester in each of the last 2 academic years exclusive of summer sessions.

ARTICLE II
RECOGNITION AND DEFINITION OF UNIT

The Administration recognizes the AAUP as the exclusive representative of the employees in the following bargaining unit:

INCLUDED: All full- and regular part-time faculty including professional librarians and research associates.

EXCLUDED: All other employees, administrative personnel, deans, associate deans, assistant deans, assistants to the deans, support personnel such as counselors and technicians, the director of continuing education, director and associate director of the computer center, registrar, research administrator, director of admissions, director of intercollegiate athletics, director and assistant director of libraries, directors of the school of nursing, director of the children's theater, coaches except those who are engaged in full- or part-time faculty functions, guest lecturers, field instructors in the school of social work who are paid by outside agencies, graduate teaching and research assistants, the director of instructional media center, guards, and supervisors within the meaning of the Act.

ARTICLE III

INFORMATION TO AAUP

A. During the term of this Agreement, the Administration shall make available to AAUP, within a reasonable time after receiving a request therefor, all information which is reasonably required for the implementation of this Agreement or the negotiation of subsequent Agreements.

B. Within 30 days after receipt of a notice of appointment signed by a new full-time faculty member, the Administration shall provide AAUP with the name, mailing address, rank, base salary, effective date and length of appointment of such new faculty member.

C. Within 15 days after the effective date of appointment of a part-time faculty member who will be commencing at least his third year of teaching at Adelphi, the Administration shall provide AAUP with the name, mailing address, rank, if any, compensation, and effective date of appointment of such faculty member.

D. Within 15 days after receipt of notice that a full- or part-time faculty member has terminated his appointment at Adelphi for any reason whatsoever, including retirement, disability or death, the Administration shall provide AAUP with the name of such faculty member.

E. The Administration shall forward to AAUP copies of all termination notices of full-time faculty members at the same time as such notices are sent to the faculty member.

F. Within 45 days after the start of each semester, the Administration shall provide AAUP with a list of all part-time faculty members appointed for such semester, including the name, mailing address, previous semesters taught at Adelphi, rank, if any, work load and compensation.

G. The Administration shall notify AAUP of any change in status of any faculty member within 15 days after such change is determined.

ARTICLE IV

CHECK-OFF OF AAUP DUES

The AAUP will collect signed check-off authorization cards from its dues-paying members, and will submit all newly signed cards by the 15th of each month to the Administration. The Administration shall deduct dues in amounts certified by the Secretary of AAUP from time to time from the faculty member's paycheck either monthly or annually, at the option of the faculty member, and shall remit the receipts to the AAUP once each month.

ARTICLE V

RELATIONSHIP BETWEEN THE PARTIES

A. The AAUP shall be permitted to use Adelphi's facilities and services, including campus mail, for the transaction of AAUP business, provided that such utilization does not interrupt normal Adelphi operations.

B. The Administration shall use its best efforts to provide AAUP with a suitable office on-campus.

C. The parties will confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual concern.

ARTICLE VI

PERSONNEL PLAN AND GOVERNANCE PROVISIONS

A. The Constitution of the Faculty of Adelphi University, including the document pertaining to the University Council, shall provide continuance of existing rights, privileges, and responsibilities of the Faculty to participate directly through the Senate in its own governance and in the initiation of the decisions on educational policy and standards within the University.

B. The Personnel Plan of Adelphi University, including all Appendices thereto, shall provide continuance of existing policies and procedures on Faculty status, in all conditions and rights of appointment, reappointment, tenure, promotion, retirement, obligations, and hearings.

C. Amendments to the Constitution and the Personnel Plan shall be made through existing procedures. Amendments affecting terms and conditions of employment require the concurrence of AAUP and the Administration. However, some provisions of these documents affecting terms and conditions of employment may also be modified as specified elsewhere in this Agreement.

D. No regular part-time faculty member shall have his employment terminated by the Administration for reasons other than lack of merit when his most recent course or courses continue to be offered, except when such course or courses are taught by a full-time faculty member, or other pertinent criteria.

ARTICLE VII

GUARANTEE OF RIGHTS

A. The Administration and AAUP agree that there shall be no discrimination against any faculty member or against any applicant for employment by reason of age, race, creed, color, sex, religion, or national origin.

B. The Administration and AAUP support the principle of academic freedom as set forth in the Statement on Academic Freedom and Tenure formulated jointly by the Association of American Colleges and the American Association of University Professors and adopted January 10, 1941, and incorporated in Appendix A of the Adelphi University Personnel Plan.

C. All well-established, generally applicable practices which benefit members of the bargaining unit in a significant manner shall be maintained, unless modified by this Agreement, or by mutual consent. "Generally applicable" as used herein means a practice which has been applied to a well-defined category of faculty members or to a reasonably broad group of faculty members from different departments who share a community of interest. It is understood that this clause does not apply to the size and scheduling of classes, nor does it apply to workload.

ARTICLE VIII

GRIEVANCE AND ARBITRATION

A. Definition of Grievance

A grievance is a dispute concerning the interpretation, application or alleged violation of this Agreement.

B. Settlement of Disputes

The Administration and the AAUP shall make an earnest effort to resolve potential grievances informally at the departmental level.

C. Formal Grievance Procedure

1. Step I

The grievant (or the AAUP) shall file a written grievance with the appropriate Dean within one (1) month after the occurrence of the event which gave rise to the dispute. However, if the occurrence of the event is not immediately known to the grievant (or to the AAUP in the case of a broader dispute), the time within which to file a grievance shall commence when the occurrence of the event is discovered by the exercise of due diligence.

The Dean shall hold separate or joint conferences within two (2) weeks after receipt of the grievance to discuss the dispute with all relevant parties, including appropriate department heads, in an attempt to reach a satisfactory settlement.

If the dispute is not settled, the Dean shall, within one (1) week after the conference, deliver to the grievant and the AAUP a signed statement of his position regarding the matter.

2. Step II

The grievant (or the AAUP) shall be entitled to obtain review of the Dean's Step I position by filing a written notice of appeal with the Dean of Faculty within one (1) week after actual receipt of the Dean's written statement of position.

The Dean of Faculty shall hold separate or joint conferences within one (1) week after receipt of the notice of appeal to discuss the dispute with all relevant parties, in an attempt to reach a satisfactory settlement.

If the dispute remains unsettled, the Dean of Faculty shall, within one (1) week after the conference, deliver to the grievant and the AAUP a signed statement of the Administration's position regarding the matter.

3. Step III

If the grievance is not satisfactorily resolved at Step II, either the AAUP or the Administration may submit it to final and binding arbitration provided, however, that the right to arbitrate is waived unless the party desiring arbitration notifies the other party, within three (3) weeks after the Administration's Step II position shall have been received by the grievant and the AAUP, of its intention to seek arbitration.

D. Appointment of Permanent Arbitrator:

The parties hereby designate EVA ROBINS to serve as permanent arbitrator of all grievances arising under this Agreement. In the event that Miss Robins declines to serve in such capacity, or resigns, or is unavailable to hear a particular dispute, or otherwise cannot be reached for a period of two (2) weeks after the first attempt, an alternate arbitrator shall be selected for each arbitration pursuant to the rules of the American Arbitration Association, and the arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of such Association.

E. Cost of Arbitration:

The necessary expenses of arbitration, excluding counsel fees, shall be shared equally by the parties.

F. Excluded Matters:

Notwithstanding anything to the contrary contained herein, the following matters, which are governed by existing practices and statutes (e.g. Personnel Plan, Faculty Constitution), shall not be subject to the foregoing grievance and arbitration procedures: disputes relating to termination or suspension of a tenured faculty member or of a non-tenured faculty member during the period of a contract, appointment, reappointment, promotion, academic freedom and tenure.

G. University Grievance Committee:

The provisions of the Personnel Plan relating to the University Grievance Committee shall continue in full force and effect with respect to matters within its jurisdiction thereunder.*

H. Right to Initiate Arbitration and Settle Disputes:

No faculty member covered by this agreement shall have the right to initiate arbitration under the provisions hereof, such right to initiate arbitration being limited to the AAUP and the Administration. In the event that any claim is made at any time by any faculty member against the Administration or the AAUP under the provisions of this Agreement, any agreement or adjustment made by or between the AAUP and the Administration with respect to such dispute shall be final and binding upon the faculty member.

ARTICLE IX

NO STRIKES - NO LOCKOUTS

The Administration shall not engage in any lockout and the AAUP and any employee or employees in the bargaining unit, singly or in concert, shall not authorize, condone or engage in any strike, slow-down, picketing, cessation of work or other interference with the business of the University during the life of the Agreement.*

ARTICLE X

COMPENSATION

A. Full-Time Faculty Salary:

1. Effective September 1, 1973, the base salary of each full-time faculty member who was employed by the University prior to that date shall be increased by five

*This provision was inserted pursuant to Award (Case No. D-173-A) of Arbitrator Eva Robins, dated April 4, 1974.

and one-half (5½) percent of his or her 1972-73 base salary, plus any applicable promotion increment and any equalization payment to which said faculty member is entitled under Article XI and Appendix B of this Agreement. The resulting total shall be deemed to be said faculty member's 1973-1974 "base salary."

2. Effective September 1, 1974, the base salary of each full-time faculty member shall be increased by a percentage (hereinafter referred to as the "cost-of-living factor") of his or her 1973-1974 base salary. The cost-of-living factor shall be equal to the percentage increase, if any, in the Consumer Price Index (1957=100) for the 12 month period, August 1973 through July 1974, as determined by the Bureau of Labor Statistics of the United States Department of Labor for the New York - Northeastern New Jersey Region. In the event that the cost-of-living factor is less than four (4) percent, the base salary of each full-time faculty member nevertheless shall be increased by four (4) percent; if the cost-of-living factor is more than seven and one-half (7½) percent, the base salary of each full-time faculty member shall be increased only by seven and one-half (7½) percent. In addition to the foregoing, faculty members shall receive any applicable promotion increments and any equalization payments to which they are entitled under Article XI and Appendix B of this Agreement. The resulting total shall be deemed to be a faculty member's 1974-1975 "base salary."

3. Effective September 1, 1975, the base salary of each full-time faculty member shall be increased by a percentage (hereinafter referred to as the "cost-of-living factor") of his or her 1974-1975 base salary. The cost-of-living factor shall be equal to the percentage increase, if any, in the Consumer Price Index (1957=100) for the 12 month period, August 1974 through July 1975, as determined by the Bureau of Labor Statistics of the United States Department of Labor for the New York - Northeastern New Jersey Region. In the event that the cost-of-living factor is less than four (4) percent, the base salary of each full-time faculty member nevertheless shall be increased by four (4) percent; if the cost-of-living factor is more than seven and one-half (7½) percent, the base salary of each full-time faculty member shall be increased only by seven and one-half (7½) percent. In addition to the foregoing, faculty members shall receive any applicable promotion increments and any equalization payments to which they are entitled under Article XI and Appendix B of this Agreement. The resulting total shall be deemed to be a faculty member's 1975-1976 "base salary."

B. Regular Part-Time Faculty Salary

1. Effective September 1, 1973, the salary rates paid to regular part-time faculty shall be increased as follows:

Previous Semesters Taught	Old Rate		New Rate
0-5	$675.00	to	$710.00
6-10	$770.00	to	$815.00
11 or more	$900.00	to	$950.00

2. The foregoing rates apply to each three (3) credit hour course taught by regular part-time faculty members, including courses during summer session, but excluding intersession, if any. These rates shall not apply to Ft. Hamilton, "ABLE," "EduTran," and other Division of Continuing Education-administered programs.

C. Overload and Summer Session Salary

Effective September 1, 1974, the salary paid to full-time faculty for overload teaching (as defined in Article XVI hereof) and for summer session teaching shall be increased per three (3) credit course as follows:

Previous Semesters Taught	Old Rate		New Rate
0-5	$675.00	to	$710.00
6-10	$770.00	to	$815.00
11 or more	$900.00	to	$950.00

D. Intersession

If any teaching or other services are to be required by the Administration in the January intersession, they shall be paid for at rates to be mutually agreed upon by AAUP and the Administration.

E. Merit Stipends

It is understood that the Administration has reserved the right to pay merit stipends, it being further understood that such stipends shall not become part of the recipients' base salary.

ARTICLE XI

EQUALIZATION

Effective on each of the following dates, the Administration shall allocate the following sums to be distributed to certain full-time faculty members in the form of increased base salaries in accordance with the allocation schedule annexed hereto as "Appendix B":

Effective Date	Amount Allocated
September 1, 1973	$50,000.00 per annum
September 1, 1974	$40,000.00 per annum
September 1, 1975	$30,000.00 per annum

ARTICLE XII

PAYMENTS

A. Full-Time Base Salary:

1. The Administration offers the option of paying faculty in nine (9) or twelve (12) equal installments on the last working day of each month. However,

a. Faculty members may not change the schedule of payments selected (nine (9) or twelve (12) months) during any *fiscal* year. Changes may be effected only for a new fiscal year and after thirty (30) days' notice to the Administration.

b. Exception to a. above may be made by the Administration in the matter of June, July and August salary (twelve (12) month schedule) if

1) Thirty (30) days' notice is given to the Administration; and
2) Sufficient cause is established.

2. Payments for faculty members on sabbatical leave will be made in accord with the schedule chosen by the faculty member. However, the exceptions

noted in 1.b. above may be employed with the same provision.

B. Part-Time, Overload and Summer Session Salary

1. Part-time faculty members will be paid in three equal installments, the last working day of October, November and December in the Fall semester, and of March, April, May in the Spring semester.

2. Overload payments, except for courses in the Ft. Hamilton, "ABLE" and "Edu-Tran" programs, will be made in one payment on the last working day of November in the Fall semester, and the last working day of April in the Spring semester. Any underloads during the Spring semester of an academic year, for faculty members who have received overload payments in the Fall semester, will be deducted from salary checks in equal amounts during April, May, June, July and August. The amount of the deduction shall not exceed the amount of the overload in the Fall. Overload payments for the Ft. Hamilton, "ABLE" and "Edu-Tran" programs will be paid as stipulated in the contracts for such assignments.

3. Summer session payment will be made on the last working day of the session.

C. General Provision

It shall be Administration policy to make payment for the months of January and May and the sole payment in a summer session, only after a faculty member has completed his work for the term or session to include submission of the final grade list.

ARTICLE XIII

FRINGE BENEFITS

A. Blue Cross - Blue Shield Insurance:

1. The University will renegotiate its group contracts with Blue Cross - Blue Shield so as to make available, as soon as possible, to all full-time and regular part-time faculty, individual and family coverage under the Blue Cross "120 Day" program and the Blue Shield "3-Star" plan. Except as set forth below, said coverage shall be fully paid for by each faculty member who chooses to participate in the program.

2. University Contribution to Blue Cross - Blue Shield Costs:

a. Commencing in September 1973, the Administration shall contribute the sum of $100 per academic year (pro-rated for portions thereof) to Blue Cross - Blue Shield for each full-time faculty member who participates in the University's Blue Cross - Blue Shield program.

b. Commencing in September 1974, the Administration shall contribute the sum of $200 per academic year (pro-rated for portions thereof) to Blue Cross - Blue Shield for each full-time faculty member who participates in the University's Blue Cross - Blue Shield program.

c. Commencing in September 1975, the Administration shall contribute the sum of $250 per academic year (pro-rated

for portions thereof) to Blue Cross - Blue Shield for each full-time faculty member who participates in the University's Blue Cross - Blue Shield program, subject to the following condition:

If the cost of individual coverage under the aforesaid Blue Cross - Blue Shield program is less than $250 for the 1975-1976 academic year, the Administration may limit its payment on behalf of those faculty members who do not participate in family coverage to the actual full cost of individual coverage, but in no event more than $250.

B. Major Medical Insurance:

The parties will endeavor to arrange for improved major medical benefits from the existing or other insurance carriers without any additional cost to the University.

C. Disability Benefits:

Effective September 1, 1974, the present three (3) year waiting period to acquire eligibility for coverage under the University's long-term disability benefits program shall be reduced to six (6) months of employment at the University.

D. Other Insurance Benefits:

Other existing insurance benefits, including but not limited to life insurance, travel insurance and long-term disability benefits, shall, except as to the waiting period for the long-term disability insurance modified above, continue as at present.

E. Tuition Remission:

1. In addition to the existing tuition remission benefit program, effective September 1, 1973, the children of deceased, retired or totally and permanently disabled faculty who completed at least ten (10) years of full-time service at the University shall be entitled to all tuition remission benefits available to the children of active full-time faculty. This benefit shall apply to the children of faculty so disabled, retired or deceased from September 1, 1968 in regard to courses taken commencing with the Fall semester in 1973.

2. In any semester in which a regular part-time faculty member is teaching at Adelphi, he shall be entitled to one (1) course at one-half (½) tuition remission at Adelphi University.

F. TIAA-CREF:

1. Effective September 1, 1973, the ratio of contribution to TIAA-CREF as between the University and each full-time faculty member who participates shall be as set forth below:

YEARS OF PARTICIPATION IN TIAA-CREF	UNIVERSITY CONTRIBUTION	FACULTY CONTRIBUTION
1 - 5 years	6%	6%
6 - 15 years	7%	5%
16 years and over	8%	4%

2. Effective September 1, 1975, the ratio of contribution to TIAA-CREF as between the University and each full-time faculty member who participates shall be set forth below:

YEARS OF PARTICIPATION IN TIAA-CREF	UNIVERSITY CONTRIBUTION	FACULTY CONTRIBUTION
1 - 2 years	6%	6%
3 - 6 years	7%	5%
7 - 20 years	8%	4%
21 years and over	10%	5%

3. The phrase, "years of participation in TIAA-CREF" as used herein means total years of participation in the TIAA-CREF plan whether through employment at Adelphi or elsewhere.

4. It is understood that the above-stated ratios of contribution shall apply even if a faculty member chooses to contribute a lower percentage of his salary than set forth above, and that the University shall not be required to contribute more than the percentages set forth above even if a faculty member chooses to do so.

5. The existing waiting period for eligibility shall continue.

G. Joint Committee To Expand Tuition Reimbursement:

The parties agree to establish and participate in a joint Administration-AAUP committee which shall seek to expand the tuition-reimbursement exchange program.

ARTICLE XIV

RELEASED TIME

A. University Personnel Committee:

1. The Chairman and Secretary of the University Personnel Committee shall each be entitled to released time consisting of one (1) three (3) credit-hour course per academic year, or its equivalent, depending upon the individual's department, school, or the library.

2. The remaining members of the University Personnel Committee shall be entitled to share in a released time program consisting of courses totaling twelve (12) credit-hours per academic year, with the allocation and procedures to be determined by the University Personnel Committee, or its equivalent, depending upon the individual's department, school, or the library.

3. The Administration shall encourage Department Chairmen to afford additional released time to the members of the University Personnel Committee, provided that this can be accomplished without any additional cost whatsoever to the University.

B. Chairman of Faculty Senate and President of AAUP

The Chairman of the Faculty Senate and the President of the AAUP shall each be entitled to released time consisting of one (1) three (3) hour course per academic year, or its equivalent, depending upon the individual's department, school, or the library.

ARTICLE XV

FACULTY INFORMATION, FACILITIES AND PRIVILEGES

A. Availability of Faculty Information

1. The Administration annually shall provide each faculty member with detailed written descriptions of the faculty benefit programs and a clear explanation of the individual faculty member's options and rights thereunder.

2. The Administration annually, on a fiscal year basis, shall provide each faculty member with an itemized statement of all fringe benefit contributions made on his behalf during the preceding year, including the faculty member's contributions, if any. Tuition remission data may be included at the discretion of the Administration.

B. Faculty Office and Secretarial Services

The Administration will provide each full-time faculty member with a suitably equipped office and access to adequate departmental or school secretarial services.

ARTICLE XVI

WORKLOAD

A. The workload for the full-time faculty (exclusive of the School of Social Work and the Library) shall be as set forth in "Appendix C" annexed hereto.

B. The workload for the faculty of the School of Social Work shall be as set forth in "Appendix C-1" annexed hereto.

C. Library Faculty

1. Effective September 1, 1973, the standard work year for the library faculty shall be reduced to ten and one-half (10½) months without loss of pay.

2. Effective September 1, 1974, the standard work year for the library faculty shall be further reduced to ten (10) months without loss of pay.

ARTICLE XVII

MINIMUM TERMS

This Agreement states the minimum terms and conditions for employment or continued employment of a member of the bargaining unit, and the Administration will not employ a member on terms less favorable to him than these stated herein.

ARTICLE XVIII

INTEREST SUCCESSION

A. All of the terms and conditions of this Agreement shall be binding upon and

inure to the benefit of each of the parties hereto and their respective successors and assigns.

B. In the event of a consolidation of Adelphi University with any other educational institution or group of institutions, whether by merger, acquisition or otherwise, the terms and conditions of this Agreement shall be binding upon the surviving entity, to the extent allowed by law.

ARTICLE XIX

SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared to be unlawful, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, and the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE XX

RATIFICATION

This Agreement is subject to ratification by the membership of the AAUP and the Board of Trustees of Adelphi University.

ARTICLE XXI

EFFECTIVE DATE AND DURATION

A. This Agreement shall be effective as of the 1st day of September, 1973 and shall expire on the 31st day of August, 1976.

B. The parties shall commence negotiations toward a new collective bargaining agreement during the Spring semester in 1976.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 29th day of April, 1974.

ADMINISTRATION OF
ADELPHI UNIVERSITY

President

Vice-President and
Chief Negotiator

NEGOTIATING COMMITTEE

Richard F. Clemo
Grace McGarry
Helen B. Stephens

ADELPHI UNIVERSITY CHAPTER,
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

President

Chief Negotiator

NEGOTIATING COMMITTEE

Eleanore G. Alesi
Patrick J. Kelly
Joseph J. Napolitano
Marilyn Sternberg

APPENDIX A

FORM NLRB-4279
(3-72)

RC-RM-RD

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

ADELPHI UNIVERSITY

Employer

and

ADELPHI UNIVERSITY CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Petitioner

TYPE OF ELECTION
(Check one)
__ Consent Agreement
__ Stipulation
__ Board Direction
__ RD Direction

(Also check box below where appropriate)
__ 8(b)(7)

Case No. 29-RC-1640

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the National Labor Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a collective bargaining representative has been selected; and no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor;

Pursuant to authority vested in the undersigned by the National Labor Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for

ADELPHI UNIVERSITY CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

and that, pursuant to Section 9(a) of the National Labor Relations Act, as amended, the said labor organization is the exclusive representative of all the employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

UNIT: SEE ATTACHED

Signed at BROOKLYN, NEW YORK
On the 22nd day of May 1972

On behalf of
NATIONAL LABOR RELATIONS BOARD

Samuel M. Kaynard

Regional Director, Region
National Labor Relations Board

GPO 930-145

INCLUDED: All full- and regular part-time faculty including professional librarians and research associates.

EXCLUDED: All other employees, administrative personnel, deans, associate deans, assistant deans, assistants to the deans, support personnel such as counselors and technicians, the director of continuing education, director and associate director of the computer center, registrar, research administrator, director of admissions, director of intercollegiate athletics, director and assistant director of libraries, directors of the school of nursing, director of the children's theater, coaches except those who are engaged in full- or part-time faculty functions, guest lecturers, field instructors in the school of social work who are paid by outside agencies, graduate teaching and research assistants, the director of instructional media center, guards, and supervisors within the meaning of the Act.

APPENDIX B

EQUALIZATION ALLOCATION FORMULA

The salaries for 1973-74 shall be computed in the following manner: Each faculty member who was at Adelphi in both 1972-73 and 1973-74 shall have his 1972-73 base salary increased by 5.5%. Faculty members who were promoted effective in the Fall of 1973 shall have the sum of $500 added to the salary so increased. Faculty newly hired in the Fall of 1973 shall have salaries assigned by the Administration. Once those numbers have been computed in the aforementioned manner, the sum of $50,000 equalization money shall be added to certain faculty base salaries by the following three-step procedure.

Step One: All faculty shall be divided into groups based on rank and years in rank at Adelphi, so that within a given group, all faculty will have been in rank at Adelphi for the same number of years. An exception is made for those in rank for long periods of time: for Assistant Professors, those in rank at Adelphi 8 years or longer are combined into one group; for Associate Professors, this is done for those in rank at Adelphi 10 years or longer; and for Professors, 11 years or longer. For all faculty (except library faculty) whose base year is longer than nine months, the base salary shall be multiplied (for computational purposes only) by a fraction equal to 9/n times their base salaries, where n is the number of months in their annual contracts. For each group the average (mean) salary shall now be computed. For all faculty who are below the mean within their groups, the amount of money necessary to bring them to the mean shall be calculated, and the total sum (A) necessary to bring all the full-time members of the bargaining unit to their respective means shall be computed. It is anticipated that this sum will be well above $50,000. The amounts of money necessary to apply steps two and three (see below) shall be subtracted from the $50,000 to give a difference B. The fraction B/A represents what percentage of the money needed to increase all salaries below the respective means to those means is in fact available. Each faculty member who is below the mean of his group (except for new faculty members, who will receive no equalization money at all in 1973-74) will now receive an additional sum calculated by multiplying the amount necessary to bring him to the mean by the fraction B/A. It is anticipated that this fraction will be between 0.3 and 0.4. Faculty who are

above their respective means will receive no equalization money in Step 1.

Step Two: The faculty shall be regrouped into categories by rank and years in rank (as of 1973-74) as follows:

Instructors

a. Years 1 and 2
b. Years 3 and 4
c. Years 5 and 6
d. More than 6 years

Assistant Professors

a. Years 1, 2, 3
b. Years 4, 5, 6, 7
c. Years 8, 9, 10, 11
d. More than 11 years

Associate Professors

a. Years 1, 2, 3, 4
b. Years 5, 6, 7, 8
c. Years 9, 10, 11, 12, 13
d. More than 13 years

Professors

a. Years 1 - 5
b. Years 6 - 10
c. More than 10 years

The average (mean) salary (after the application of Step 1) for each category will then be computed. Within each rank, if a faculty member in category (b) has a salary (after the application of Step 1) lower than the average computed for category (a) for the same rank, his salary shall be brought up to that average. Similarly, faculty members in category (c) with averages lower than the category (b) average, shall be brought to that average, and so on.

Step Three: In a few individual cases where necessary because of extreme discrepancies (Assistant Professors - Year 3 and Associate Professors - Year 7), salaries of faculty members (after the application of Steps 1 and 2) will be brought up to 5% less than the average salary (before the application of Steps 1 and 2) of the group which has the same rank, but one year less experience in that rank at Adelphi. It is anticipated that Step 3 will affect four individuals.

Each faculty member who is entitled to equalization money in Steps 1, 2 and/or 3 shall have these sums added to the base salary as previously computed (1972-73 base plus 5.5% plus $500 for promotion), regardless of the number of months in his annual contract. Faculty members on leave without salary in 1973-74 shall not receive any of the $50,000 equalization money; but the appropriate amounts shall be calculated for them so

that a base can be established for future years.

The procedures for the determination of 1974-75 and 1975-76 salaries shall be similar to that outlined above, in a manner to be agreed upon by the Administration and the AAUP. The sums of $40,000 and $30,000 shall be applied towards equalization in 1974-75 and 1975-76, respectively. The equalization money shall not be applied to new faculty entering Adelphi in any year, but shall apply to all eligible faculty who are in at least their second year at Adelphi in 1974-75 and 1975-76.

APPENDIX C
WORKLOAD

I. STANDARD PRACTICES

A. General

The workload shall be four courses or twelve hours per semester (credit or contact hours whichever is existing practice, except as modified herein), except as listed below.

1. The approval of the appropriate Dean and the Dean of Faculty will be required for the granting of additional teaching credit per course beyond the stated amount of teaching credit. This shall not apply to laboratories.

2. Each faculty member should hold at least four (4) office hours distributed across the day and week as best to serve the interest of students. These office hours should be posted. At times of advisement, additional hours shall be scheduled.

3. Each faculty member should maintain a significant presence on the campus for teaching, office hours, committee work, research, et al. Common University practice is the equivalent of four (4) working days.

4. Each faculty member shall: participate in planning activities, student advising, committee work, registration, faculty and department meetings and activities, prior to the opening of each term as well as during the term; meet administrative requirements as to record keeping; sending information promptly to Registrar, Bursar, etc.; following each term, submit grades, counsel academically delinquent students, and participate in Commencements.

5. Undergraduate and graduate courses are to be taught on weekdays and occasionally on weekends between the hours of 8:00 a.m. and 11:00 p.m. To prevent slighting any group of our students we believe full-time faculty should share in teaching across that period in reasonably arranged schedules.

6. Underload in the Fall semester shall be made up by overload in the Spring. If underload is more than made up by overload the next semester, then there will be cash payment for such additional overload. If overload or Independent Study or its equivalent payments are made for

the Fall, there should be deduction from salary in the Spring if the faculty member has an underload in the Spring. The amount of deduction shall not exceed the amount of overload payments. Except at the discretion of the Administration, no faculty member who has been granted released time, shall simultaneously carry an overload.

7. At the discretion of the Administration and the agreement of the particular faculty member involved, cash payments may be substituted for the released time listed below.

B. College of Arts and Sciences

1. Biology

Three hours shall be released for Director of Premedical Council

2. Communications

a) For station manager of WBAU, three hours released time
b) For Director of Ethio Program, three hours released time
c) For Director of Audio-Visual Program, three hours released time

3. Education

a) Six hours of released time for each of two coordinators of student teachers
b) Three hours of released time for Coordinator of Elementary Education.
c) Three hours of released time for Coordinator of Secondary Education.
d) Three hours of released time for Director of Reading and Study Center
e) Three hours of released time for Coordinator of Special Education
f) Supervision of students teachers shall be equated on the basis of five students = 3 credits, unless the faculty members concerned agree to six students = 3 credits.

4. English

For the 1973-74 academic year, the teaching load will be as present. A writing course shall be considered as equal to 4 teaching hours, with other courses as equal to 3 teaching hours.

During the 1973-74 academic year an ad hoc committee composed of Dean of the College of Arts and Sciences, the Chairman of the Academic Affairs Committee of that College, the Chairman of the Department of English, one faculty member of the Department of English as well as a representative of the AAUP, will review the teaching load practices in the Department of English to determine what the practices for 1974-75 and 1975-76 shall be.

5. Marine Science

Three hours shall be released for Director of the Institute.

6. Performing Arts

a) Three hours of released time for the Theatre Manager
b) Three hours of released time for the Technical Director
c) Three hours of released time for the Theatre Coordinator

7. Political Studies

Three hours of released time for the Director of Suburban Institute

8. Psychology

Three hours of released time for the Director of Laboratories

9. Speech Arts & Speech Pathology-Audiology

Three hours of released time for the Director of the Speech and Hearing Center

10. Ph.D. Programs

For those departments which offer the Ph.D., the practices in effect in 1971-72 shall obtain.

C. Graduate School of Arts and Sciences

See above.

D. School of Business Administration

Present practices to be maintained.

E. School of Nursing

Present practices to be maintained.

F. School of Social Work

See Attachment Appendix C-1.

G. Institute of Advanced Psychological Studies

Present practices to be maintained.

II SPECIAL ASSIGNMENTS

A. No faculty member shall be compensated or given credit for student advisement. Except in those cases where advisement is an integral part of the student's program (i.e. Social Work), advisement should be part of faculty responsibility in addition to regular teaching assignments.

B. No faculty member shall be compensated for more than five students in Independent Study per semester.

C. Faculty members with underloads in a given semester shall undertake Independent Study.

1. Before it is assigned to a faculty member carrying a full load provided it is within the area of the faculty member's expertise, and the student is willing.

2. Without additional compensation.

3. Six students taking 3 credits each of Independent Study shall equal one course (this waives the limit of 5 Independent Study students per semester).

D. Certain special assignments may, at the discretion of the Administration, carry compensation in addition to salary. This extra compensation shall not, however, be considered part of base salary.

E. Faculty compensation for Independent Study, or its equivalent, shall be as follows:

11 or more semesters teaching experience:	$150 per student
6 - 10 semesters teaching experience:	$128 per student
Less than 6 semesters teaching experience:	$113 per student

F. Faculty who supervise master's or doctoral research shall be compensated at the same rate as in paragraph E, provided that the student has officially registered for such research. Compensation for a given student in a given course shall be limited to two semesters for a Master's and six for a doctoral (one or more of these semesters may be a summer session).

G. Faculty members shall not be compensated for Independent Study or master's or doctoral research unless they have a full teaching load. If a faculty member does not have enough teaching to bring him up to the base load then independent study or its equivalent may be added to his load at the rate of six students = one course.

H. If any teaching or other services are to be required by the Administration in the January intersession, they shall be paid for at rates to be mutually agreed upon by the AAUP and the Administration.

APPENDIX C-1

SCHOOL OF SOCIAL WORK WORKLOAD

UNIT KEY FOR FACULTY ASSIGNMENTS

I. TEACHING

1 course = 1 day

II. COMMITTEES

Curriculum Committee	=	1.00
Personnel Committee	=	1.00
Committee on Students	=	1.00
Accreditation Task Force	=	1.25
Undergrad. Accreditation	=	1.00
Library Committee	=	.75
Scholarship Committee	=	.75
Teaching Effectiveness	=	.75

Membership: Sequence Committees = .25
All Other Committees = .50

(All committees that equal .5 are expected to meet 4 times per month. All .25 committees are expected to meet twice per month.)

III. FIELD INSTRUCTION:

3 students in field instruction (includes advisement) = 1.0

IV. ADVISEMENT*

16 students = 1.50

Advisement includes: 1 meeting per month with coordinator; a minimum of 2 meetings per semester with field instructors as a group; a minimum of 2 agency visits per semester re: individual students; 1 meeting per semester with agency executive in non-teaching center agency; individual and group meetings with advisees.

V. COORDINATION OF TEACHING CENTER

1 course to be included in basic load = 1.0
15 students = 1.0 (.066 for each student)

Coordination includes:

Planning and distributing student assignments to agencies within field instruction center;
1 meeting per month with Director of Field Work;
1 group meeting per month with faculty advisors;
1 meeting per month with agency executives or advisory committee;
Orientation Seminar for new field instructors (when required = .50)
Membership on Field Work Committee

*There may be minor changes in individual faculty advisement assignments when field work placements are finalized.